

EXHIBIT A

CBA Between Mondelez Global, LLC and Teamster Local 206 (2019-2023)

Mondeléz Global, LLC.
Portland Bakery

WITH

TEAMSTERS LOCAL UNION NO. 206

December 1, 2019 - December 1, 2023

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MONDELEZ GLOBAL LLC.
PORTLAND BAKERY
And the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 206

Agreed to and to be in effect between Mondelez GLOBAL, LLC., and TEAMSTERS LOCAL UNION NO. 206, International Brotherhood of Teamsters, Portland, Oregon from December 1, 2019 to December 1, 2023, made and entered into for the purpose of fixing the wage scale, schedule of hours and general rules and regulations affecting the employees and members of Teamsters Local Union No. 206.

ARTICLE 1 - UNION SECURITY

- 1) The Employer recognizes the Union as the sole collective bargaining agent for the employees employed in job classifications covered by this Agreement.
- 2) All employees, who are not already members of the Union, shall as a condition of employment become members of and maintain membership in the Union after the 30th day following the beginning of employment or the effective date of this Contract, whichever is the later. All employees shall continue membership in the Union as a condition of continued employment. The Employer may hire new employees from whatever source it desires.
- 3) The Employer agrees to notify the Union in writing within seven (7) days from the date of the first employment of any employee subject to this Agreement, the name of such employee, his or her social security number, the position for which employed and the date of first employment.
- 4) Only bargaining unit employees will do bargaining unit work, except as provided herein. Managers, supervisors and other non-bargaining unit persons may perform bargaining unit work in the event of an emergency, to conduct training or orientation, or where bargaining unit employees are not available or when the work is incidental in nature.

ARTICLE 2 - DISCHARGE OR SUSPENSION

- 1) The Employer may discharge or suspend an employee for just cause, but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against him or her concerning his or her work, conduct or violation of Employer rules, except that no such prior warning notice shall be necessary if the cause for discharge or suspension is dishonesty, drinking related to his or her employment, illegal use or possession of drugs, recklessness, gross insubordination, gross misconduct or carrying unauthorized passengers. Employer rules shall be made available to the employees in writing.

- 2) The complaint specified in such prior warning notice must concern the same type of misconduct as the cause for discharge or suspension. No such warning notice shall remain in effect for a period of more than nine (9) months. When an Employer issues a warning notice, it must be within ten (10) days (exclusive of Saturdays, Sundays and holidays) of the day the Employer first has knowledge of the complaint giving rise to the warning notice; otherwise, the warning notice will be disallowed. A copy of such warning notice shall be given to the Local Union and the employee involved.
- 3) An employee may request an investigation of his or her discharge or suspension or any warning notice and the Union shall have the right to protest any such discharge, suspension or warning notice. Any such protest shall be presented to the Employer in writing within ten (10) days, exclusive of Saturdays, Sundays and holidays, after the discharge, suspension or warning notice and, if not presented within such period, the right of protest shall be waived. A copy of any such protest shall be given to the Employer as provided in this Agreement within seven (7) calendar days, unless extended by mutual agreement; it shall be promptly referred to the disputes procedure as provided in Article 17 of this Agreement.
- 4) The Employer shall give to a discharged employee a written notice of termination with a copy to the Local Union.
- 5) No employee shall be discharged or discriminated against for upholding Union principles and any employee who works under the instructions of the Union, or who serves on a committee, shall not lose his or her position or be discriminated against for this reason.
- 6) The Employer may require the employee to submit to a legally recognized drug or alcohol test at the Employer's expense, for any of the following reasons: a) the Employer has reasonable grounds to believe the employee is under the influence of alcohol or drugs, b) after a recordable accident, c) after any damage to Company property in excess of \$500. Time spent in such testing shall be on Employer time; however, any employee refusing to submit to a drug or alcohol test shall be taken off the clock, effective with the time of the Employer's request. Refusal of any employee to take a drug or alcohol test, upon request, shall be deemed a voluntary quit. Employees who test positive for drugs and/or alcohol are subject to discharge (.04 or higher for alcohol and N.I.D.A cutoff levels for drugs). Employees will be given due consideration for the opportunity to return to work under a Last Chance Agreement. Due consideration may include length of service, work record, and other relevant extenuating circumstances.

ARTICLE 3 -HOLIDAYS

- 1) The following days, as Federally observed, shall be observed as holidays for which the Employer agrees to pay all employees covered by this Agreement one (1) full day's pay when not worked, regardless of the day of the week on which it falls:

| | |
|------------------------------|--|
| New Year's Day | Veteran's Day |
| Martin Luther King Jr. (B/D) | Thanksgiving Day |
| President's Day | Day After Thanksgiving |
| Good Friday | Last Normal Working Day Prior to Christmas Day |
| Memorial Day | Christmas Day |
| Independence Day | Last Normal Working Day Prior to New Year's |
| Labor Day | |

- 2) All work performed on any of the above-listed holidays shall be paid for at the rate of two and one-half (2½) times the regular hourly rate, which shall include pay for the holiday.
- 3) Work performed on Sundays shall be paid for at double (2) the hourly rate in effect. If a holiday falls during a vacation week, the employee shall be granted an additional day's pay. When a holiday falls on Sunday, the following day shall be observed.
- 4) All time worked on a holiday falling on Saturday shall be paid at the rate of two and one-half (2½) times the hourly rate in effect, which shall include pay for the holiday.
- 5) No employee shall be entitled to holiday pay until they have worked a total of seven hundred twenty (720) straight time hours. Any employee off fifteen (15) calendar days or less, shall be entitled to holiday pay for any holiday occurring within said fifteen (15) calendar day period, provided the employee reports to work their last scheduled work day prior to the holiday and their first scheduled work day after the holiday. Any employee off work more than fifteen (15) calendar days after the holiday (except for paid vacation) shall not be eligible for holiday pay.

ARTICLE 4 - HOURS AND OVERTIME

- 1) Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work, Monday through Friday, inclusive. Employees may work more than thirteen (13) hours but no more than sixteen (16) consecutive hours. Meal breaks will be unpaid. If an employee works two consecutive shifts, the second shift will not be longer than (7.5) seven and one half hours. Before requiring any employee to work a full overtime shift, the Company will solicit volunteers and attempt to assign other employees(s) to cover a portion of that shift. All work performed over eight (8) hours in one day and forty (40) hours in one week shall be considered overtime and paid for at the rate of time and one-half (1½). All work performed on Saturdays shall be considered overtime and paid for at the

rate of time and one-half (1½). There shall be no pyramiding of overtime and/or premium rates.

- 2) Employees ordered to report for work shall receive a minimum of four (4) hours work. Employees ordered to report to work on holidays shall receive a minimum of eight (8) hours work. However, such minimums shall not apply in the event of Acts of Nature or events outside the control of the Company (including but not limited to cyber-attacks, power outage, fires, acts of war, terrorism, and other such events).
- 3) Hours and Overtime: Employees assigned to the 4X10 schedule, Monday thru Friday, will be paid one and one-half times (1.5X) their straight time hourly rate for all hours worked in excess of ten (10) per day or for all hours worked in excess of forty (40) hours in a payroll week. Employees that work on Saturday or Sunday will be paid overtime per the current Labor contract.

The Employer has the prerogative to schedule the four (4) day, ten (10) hour work schedule as follows (for employees hired after January 1, 2009):

Monday - Thursday

Tuesday - Friday

Vacation: A full week of vacation means all normal workdays scheduled in that workweek forty (40) hours.

Holiday: For each Holiday not worked, but falling on a normal scheduled work day, employees shall be paid for the hours of work lost because of such holiday at their basic hourly rate of pay based on the work schedule in use at that time. For each Holiday not worked and not falling on normal scheduled workdays, employees shall be paid eight (8) hours pay for such Holiday at their basic hourly rate of pay. Such hours shall not apply for the calculation of over forty (40) hours for weekly overtime.

Except as specifically modified above, all other provisions of the primary agreement will be applied without change.

4) Alternative Work Week

In the event that business conditions warrant consideration, the Company and the Union agree to meet and discuss an alternative work week schedule. The parties agree that any change in the current work week schedule shall be subject to approval by a majority of the entire bargaining unit.

5) Leaves of Absence

The Company shall provide the Local with a letter outlining leave of absence procedures.

6) Badges and Vacation Coverage

1. The Policy regarding the time and attendance badges will be posted in the DC.
2. Vacation Coverage: the Company will post the opening for coverage during the first three days the week before, indicating the shift for the opening. There will be one move only based on seniority and the junior person will be assigned to the open position (sign-up follows current weekend scheduling practice).

7) Overtime Notification Process

The Company will endeavor to inform the employees of any unscheduled overtime by the time the last employee finishes their second break, or as early as practicable. Upon becoming aware of a potential unscheduled overtime situation, management will assess the daily schedules progress, labor operations, and inform the affected employees.

ARTICLE 5 - LESS FAVORABLE RATES

No employee, member of the Union, who prior to the date of this Agreement was receiving more than the rate of wages designated in the schedule contained herein for the class of work in which he or she was engaged, shall suffer a reduction in wages through the operation or because of the adoption of this Agreement.

ARTICLE 6 - NIGHT WORK COMPENSATION

- 1) The Employer agrees to pay all second (2nd) shift employees covered by this Agreement a night premium of twenty-five cents (\$.25) per hour for all hours worked. The second shift shall start no earlier than 12:00 noon.

The Employer agrees to pay all third (3rd) shift employees covered by this Agreement a night premium of thirty-five cents (\$.35) per hour for all hours worked. Night premium for third (3rd) shift employees will start no earlier than 8:00 p.m. and will not apply for employees starting their shift after 4:00 a.m.

- 2) All overtime pay provisions shall be applied to the night differential where such overtime pay provisions are applicable to the basic daytime hourly rate in effect.
- 3) The night premium compensation, as outlined, shall be included in the holiday pay and vacation pay for all employees who are eligible for this night premium pay.

ARTICLE 7- WAGE RATESEFFECTIVE DATESRates Per Hour*

| <u>CLASSIFICATION</u> | <u>12/01/19</u> | <u>12/01/20</u> | <u>12/01/21</u> | <u>12/01/22</u> |
|--|-----------------|-----------------|-----------------|-----------------|
| (Negotiated Increase) Shipping & Rec. Clerk | \$.50 | \$.55 | \$.55 | \$.60 |
| Fork Lift Truck Operator | \$27.90 | \$28.40 | \$28.95 | \$29.55 |
| <u>New Employee Rates</u> | | | | |

1st 12 Months - \$17.50 per hour

2nd 12 Months - \$18.50 per hour

3rd 12 Months - \$19.50 per hour

The above introductory rates may be waived by the Company, in part or in full, at the Company's discretion.

Employees hired after ratification of this agreement shall not pay employee contributions to medical coverage for the first 12 calendar months of employment.

Full Classification Rate after 3rd twelve (12) months.

*Revised Rates adjusted as per letter dated January 31, 2000, requesting that employees be permitted to divert a portion, \$.20 from the June 1, 2000, scheduled wage increase, to pension.

- 2) Whenever an employee is temporarily assigned to a lower paid job, he or she shall continue to receive the rate of his or her regular job classification. Whenever an employee is temporarily assigned to a higher paid job for more than twenty-five percent (25%) of his or her shift, he or she shall receive the rate of the higher paid job for the entire shift. Such employees may be returned to the lower wage when returning to the lower type of work.
- 3) Regular paydays shall be established not more than two (2) weeks apart. Employees shall continue to be paid weekly. Three (3) weekends shall not fall between paydays. All new employees hired after June 1, 2005 will be required to sign up for direct deposit.
- 4) All claims for wages or complaints, which an employee might have against the Employer, must be filed with the Employer and the Union within seven (7) days after the termination of the employee's services with the Employer.

ARTICLE 8 - SENIORITY

- 1) The Employer and the Union agree that seniority shall govern layoffs and rehiring; provided, however, the employees retained shall be competent and qualified to do the work. All members of this Union who have been laid off due to slackness of work will be given priority in employment in accordance with seniority, provided however, the employees re-employed shall be competent and qualified to do the work.
- 2) To qualify for seniority, an employee must work seven hundred twenty (720) straight time hours. During this probationary period, the Company shall be the sole judge of the employee's qualifications and performance and may terminate the employee for any reason, with or without cause. A probationary employee so terminated shall have no recourse of any kind or right to take any action under or pursuant to the grievance and arbitration procedure set forth in this Agreement.
- 3) All employees with seniority standing shall be given the opportunity for advancement to the new or vacant jobs and shall be given an adequate trial period provided, however, that such employees are qualified and able to do the work.
- 4)
 - A. All overtime, including Saturdays, Sundays and holidays, shall be according to seniority standing within the shift and job classification, unless otherwise mutually agreed between the Employer and the Union. Extra employees shall not work an overtime shift when regular employees are available.
 - B. When weekend overtime opportunity exists, an employee requesting an eight (8) hour shift will have preference over an employee requesting an additional four (4) hour opportunity regardless of seniority.
- 5) The Employer shall furnish seniority lists to the Union upon request.
- 6) Choice of vacation shall be granted, subject to the proper manning of the operation, according to seniority.
- 7) Time lost, up to ninety (90) days, as a result of an accident or injury, as recognized by the Workers' Compensation Board, suffered during the course of employment, shall be considered as time worked when computing vacation hours.
- 8) Shift preferences and scheduling shall be considered in line with the employee's seniority rights when openings occur on a shift for which the employee is fully qualified, provided such change is fully practical from the standpoint of efficient operation and proper manning of the Plant.
- 9) Post shift bids every January 1 and July 1. The bid will remain posted for no more than five (5) working days. Employees will be assigned shifts based on qualifications and seniority.
- 10) Any employee shall lose all previous seniority credit if he or she:
 - a) Quits;

- b) Is discharged for just cause;
- c) Is absent for two (2) consecutive working days without notifying the Employer when it is possible to do so;
- d) Is absent on layoff and does not return to work within three (3) consecutive working days after having been recalled to work by Certified Mail at last known address;
- e) Is laid off in excess of the following periods:

Years of Service

Less than 5 years
 5 years but less than 8 years
 8 years but less than 10 years
 10 years or more

Call Back Rights

Six months
 Three years
 Five years
 No limit

- f) No employee, who has acquired seniority, shall lose his or her seniority by reason of work related sickness or injury, not to exceed three (3) years, unless further extended by mutual agreement.

ARTICLE 9 - VACATIONS

- 1) Subject to any exceptions identified in the language of this article, vacations shall accrue according to the following schedule.

| Length of Continuous Service | Duration of Vacation |
|---|----------------------|
| Twelve (12) months to three (3) years | One Week |
| Three (3) years to seven (7) years | Two Weeks |
| Seven (7) years to twelve (12) years | Three Weeks |
| Twelve (12) years to twenty (20) years | Four Weeks |
| Twenty (20) years to thirty (30) years | Five Weeks |
| Thirty (30) years and more (EEs hired prior to 03/01/1987 only) | Six Weeks |

For vacation purposes, the Company may schedule up to two (2) weeks mandatory vacation tied to plant shutdowns each calendar year. Employees with two weeks of eligible vacation shall be required to use such available vacation for at least one of the plant shutdown weeks. Such requirement shall not apply to employees with one week or less of eligible vacation.

It is understood that the Company may not require employees to work instead of taking their scheduled and approved vacation, including during plant shut downs, unless the employee(s) are provided with at least 4 weeks' notice of such requirement. However, employees may voluntarily elect to work if there is work available.

Any scheduled vacation shutdown week will be posted during the month of January each year.

Subject to mandatory vacations for plant shutdowns, ten (10) vacation days may be selected in single or multiple day increments. The Company reserves the right to accept or reject an employee's request for vacation days.

- 2) Any employee hired after March 1, 1987, will be entitled to a maximum of five (5) weeks in accordance with the present vacation schedule.
- 3) It is the intention of the parties to provide consecutive vacation periods whenever possible to do so, taking into consideration the proper manning of the operation and the desires of the employees.
- 4) Regular employees, who work less than 1630 hours in the anniversary year of employment, shall qualify for vacation pay at their regular hourly rate as follows:

| | |
|--------------------------|---------------------|
| Less than 1040 hours | -No vacation |
| 1040 Hours to 1385 hours | - 23 hours per week |
| 1385 hours to 1630 hours | -32 hours per week |
- 5) The Employer agrees to pay pro-rata vacation allowance to those who retire under the Union Industry or Employer Pension Plan, and also the estate of descendants, for the time actually worked from their anniversary date.
- 6) Vacation relief, other than regular employees used for vacation relief, are not subject to the grievance procedure.
- 7) The Company will offer employees to schedule full weeks of vacation on a calendar year basis by the employee's seniority in January of each year. Employees who elect to not schedule all of their full weeks of vacation in January may submit the balance of any full weeks at a later date, providing a minimum of seven (7) calendar days' notice, which will be awarded on a first come, first served basis. Once full weeks of vacation have been scheduled and approved, requests to cancel or make any changes will require at least seven (7) calendar days' notice of the intended change. All vacation approvals or changes are subject to availability and management approval, which will not be unreasonably withheld.

ARTICLE 10 - HEALTH AND WELFARE

- 1) The employer shall pay into the Teamsters 206/Employers Trust or a successor for the purpose of the purchase and administration of death, disability, hospitalization, medical, dental, and vision benefits for eligible active employees and their eligible dependents and a retiree plan for eligible retired employees and their eligible dependents as follows:
 - a) Effective February 1, 2020 based on January 2020 hours the cost to maintain Plan DDVR is \$1,519.28 per month for eligible employee of which the Company pays \$1,396.39 and the employee pays \$122.89 for each employee that has been compensated for eighty (80) or more hours in the previous month and is covered by the terms of this agreement. The eligible employees' portion shall be by monthly payroll deduction.
 - b) Any additional amount required by the Trustees to maintain Plan DDVR will be shared between

the parties on an 85% (Employer) / 15%(Employee) basis up to a maximum amount, which shall be calculated at a lesser of 5% increase per year or the actual percentage increase to the prior year's maximum amount per month. Any amount above the 5% maximum shall be paid by the employee. The employee's portion shall be by monthly payroll deduction.

ARTICLE 11 - PICKET LINES

It shall not be a violation of this Agreement for employees covered hereunder to refuse to cross a primary picket line, which has been approved and sanctioned by the Joint Council of Teamsters No. 37, affiliated with the International Brotherhood of Teamsters.

ARTICLE 12 - EMERGENCY CLAUSE

In the event of war, declaration of emergency or imposition of civilian controls, during the life of this Contract, either party may re-open the same upon sixty (60) days written notice and request re-negotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions. If Governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law so as to permit economic action at the expiration thereof.

ARTICLE 13 - PENSION PLAN

- 1) Effective December 1, 2019, the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit, for each compensable hour, the amounts listed in Section 3 below which are to be computed monthly up to a maximum of 2080 compensable hours per calendar year.
- 2) The contributions required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER must at all times be a 6.5% (six and one-half percent) of the basic contribution and cannot be discontinued at any time.

3)

| Effective Date | Base Rate | PEER Rate | Total Rate |
|------------------|-----------|-----------|------------|
| December 1, 2019 | \$4.08 | \$0.27 | \$4.35 |
| December 1, 2020 | \$4.18 | \$0.27 | \$4.45 |
| December 1, 2021 | \$4.27 | \$0.28 | \$4.55 |
| December 1, 2022 | \$4.37 | \$0.28 | \$4.65 |

- 4) For employees serving a probationary period and hired on or after June 1, 2005, the Employer shall pay

an hourly contribution rate of \$0.10 (ten cents) of which \$0.01 (one cent) per hour is allocated toward the respective PEER Rate and \$0.09 (nine cents) to the basic contribution rate for a period no longer than 90 calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in this Article. After the expiration of the ninety calendar days from the employee's first date of hire, the contribution shall be increased to the full contractual rate applicable to the covered employees.

- 5) The total amount due for each calendar month shall be remitted in a lump sum no later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.
- 6) The Company shall provide all employees the opportunity to participate in the Mondelez Global LLC 401(k) plan with no Company match.

ARTICLE 14-JURY DUTY

The Employer agrees to pay a full eight (8) hours pay at straight time hourly rates for each day an employee is required to serve and does serve on any jury, provided his or her Department is scheduled to work on the day or days actually served on the jury. The employee, however, will be required to turn in to the Employer the jury duty fees in order to receive compensation as above provided.

An employee who reports for jury service and does not serve or receive pay shall return to work if circumstances so permit.

Employees must be on the Company's payroll for thirty (30) calendar days in order to become eligible for jury duty pay and need only qualify once.

ARTICLE 15 - BEREAVMENT

In the event of death in an employee's immediate family (employee's parents, spouse, children, brothers, sisters, father-in-law or mother-in-law, grandparent, or grandchild), the employee shall be entitled to be absent from work for a period up to but not more than three (3) regular working days when such absence is necessary for grieving, to make arrangements for or attendance at the funeral. In the event of death of an employee's aunt, uncle, niece, or nephew, the employee shall be entitled to be absent from work not more than one (1) regular working day to attend the funeral. During such absence, the employee shall be compensated at his or her straight time hourly classification rate for such regular working time lost. Such absentee compensation shall not include pay for lost overtime, vacation time, or premium pay. It shall include paid holiday pay and night premium pay.

ARTICLE 16 - EMPLOYMENT AGENCY FEES

- 1) When the Employer calls any Employment Agency for any employee, the charges by the Employment Agency shall be paid in full by the Employer.
- 2) When the Employer calls temporary help agencies for any employees covered under the jurisdiction of the Local Union, it shall pay all wages and all other provisions of this Agreement to the employee. All Health and Welfare, Dental, Vision, Retiree's Health and Welfare and Pension payments shall be paid as provided for in this Agreement. All charges made by such agencies shall be paid in full by the Employer.

ARTICLE 17 - GRIEVANCE PROCEDURE

- 1) All grievances must be filed within ten (10) days after the occurrence or knowledge of the dispute and will be handled as follows:
 - a) Between the aggrieved employee's immediate Supervisor and the aggrieved employee. The employee may request a representative from the Union, if desired.
 - b) If not satisfactorily adjusted, the aggrieved employee will reduce the grievance to writing and it shall be taken up between the Manager and a properly designated Union Representative.
 - c) In the event that the grievance or dispute is not satisfactorily settled within two (2) weeks under the above procedure, either party may, within thirty (30) days, give written notice to the other party of its desire to arbitrate the dispute. Such notice shall state clearly the issues proposed to be arbitrated and the party to whom the notice is given shall have the right, within one (1) week after receipt of said notice, to serve on the other party its statement in the matter to be arbitrated. If the parties fail to agree on a mutually acceptable arbitrator, the parties shall request the Mediation and Conciliation Service to submit a list of five (5) arbitrators from which the parties shall select a mutually satisfactory arbitrator who shall properly arbitrate the dispute. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties hereto. The compensation of the arbitrator shall be borne equally by the Employer and the Union.
- 2) The Union will notify the Employer of the properly elected or appointed Steward.

ARTICLE 18 - LABOR MANAGEMENT

The management of the Plant and the direction of the working forces, including the right to hire or discharge for just cause or to transfer, and the right to relieve employees of duty because of lack of work or because of economic reasons or for other legitimate reasons of fires, earthquakes, floods, war or other catastrophes beyond the control of the Employer, and the right to improve manufacturing methods, operations and conditions is vested exclusively in the Employer; provided, however, that this authority will not be used for the purposes of discrimination against any employee by reason of his or her membership in the Union.

ARTICLE 19- SEPARABILITY

Should any portion of this Agreement or Supplements thereto be adjudged by the Supreme Court, or other Court

of appropriate jurisdiction, to be in violation of any State or Federal law, then such portion or portions shall become null and void and the balance of this Agreement remain in effect. Both parties agree to immediately renegotiate any part of this Agreement found to be in such violation by the Court and to bring it into conformance therewith as soon as possible after notification.

ARTICLE 20 - INDIVIDUAL AGREEMENTS

The Employer agrees not to enter into any agreement or contract with his or her employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE 21 - SUCCESSIONSHIP

This Agreement shall be binding upon all parties, their successors, administrators, executors and assigns.

It is agreed that in the event the Company sells, leases, transfers or assigns this distribution center, the Company will require the purchasers, as a condition of sale and as a part of the sale agreement, to assume and be bound by this Collective Bargaining Agreement. Additionally, the purchasers must, as a condition of sale, be required to recognize Teamsters Local Union No. 206 as the bargaining representative for the employees within the existing unit.

ARTICLE 22 - EQUAL OPPORTUNITY and COMPLIANCE WITH LAW

The Company and the Union agree that, in accordance with applicable federal, state and local laws, there shall be no discrimination against any employee and that all applicable laws will be followed.

ARTICLE 23 - CHECK-OFF

- 1) The Employer agrees that, on an employee's voluntary written authorization, and subject to the provisions of the Labor Management Relations Act of 1947 and the amendments thereto and the regulations issued thereunder, to deduct from the pay of such employee all regular monthly dues, initiation fees and/or uniform assessments required to be paid by the employee to his or her Local Union as directed by the employee on the authorization card.
- 2) DRIVE Check-Off: The Company agrees on an employee's written authorization to deduct from the pay of such employee his or her contribution to the International Union political action committee (DRIVE) and forward as directed by the employee on the authorization form. The Company and the Union agree that at least three (3) employees with a combined deduction of \$5.00 or more per week will be needed to activate such deductions.

ARTICLE 24- SAFETY/UNIFORMS

Minutes of the monthly safety meeting and DC safety rules shall be posted on the DC bulletin board. All employees are required to wear uniforms during working hours. The Company will be responsible for supplying, repairing, and laundering of uniforms and the replacement of worn and torn uniforms. The Company will also supply each employee with one (1) jacket. The uniforms and jacket will remain the property of the Company.

ARTICLE 25 - UNION BULLETIN BOARD

The Company agrees to provide a bulletin board upon which the Union has the privilege to post matters of interest to the Union and its members after first submitting same to the manager for approval.

ARTICLE 26 - SEVERANCE PAY ALLOWANCE

- 1) Severance pay will be granted to employees when it is necessary to permanently close all warehouse operations at the Mondelez Global LLC., Portland Distribution Center. All employees not required to cleaning and preparing the premises for other occupancy will be terminated on the closing date by severance pay, depending on length of service.
- 2) All employees on the payroll, who are actively at work, will receive a severance payment, provided their employment is terminated by the Employer as a result of the closing of the operations. Employees off from work due to illness, injury, pregnancy or leave of absence, who would normally have returned to work, will receive the same consideration as those actively employed. Persons off work, who are not expected to return, will not receive severance pay.
- 3) The severance allowance is based on length of service with the Employer as follows:

| | |
|---|--------------|
| Up to 12 months | 1 week's pay |
| 12 months to 30 months | 2 week's pay |
| 30 months to 42 months | 3 week's pay |
| 42 months to 54 months | 4 week's pay |
| For each 12 months service above 54 months, add 1 week's pay. | |

A week's pay consists of forty (40) hours at the employee's straight time hourly classification rate.

ARTICLE 27 - EXPIRATION OF AGREEMENT

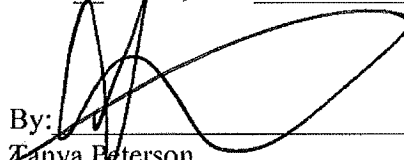
There shall be no strikes by the Union and no lockout by the Company during the term of this agreement.

This agreement shall be effective from the 1st day of December 2019, until the 1st day of December 2023, and from year to year thereafter unless either party to this agreement serves notice as provided herein. If either party wishes to modify or terminate this Agreement, it shall serve notice of such intention upon the other party sixty (60) days prior to the expiration or subsequent anniversary date. If any such notice to modify to terminate is served, the Union shall be free to strike or the Employer to lock-out after the expiration date or subsequent anniversary date. All future agreements, whether new or modifications of this Agreement, shall be retroactive to the expiration date or subsequent anniversary date of the previous agreement.

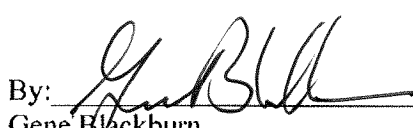
MONDELEZ GLOBAL, INC.
PORTLAND, OREGON

TEAMSTERS LOCAL UNION NO. 206
PORTLAND, OREGON

Date: June 7, 2021

By: 
Tanya Peterson
Plant Director – Portland Bakery

Date: 6/21/2021

By: 
Gene Blackburn
Sec. Treasurer, IBT Local 206